

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

CHEMING NERO,)	
)	
Plaintiff,)	
)	
v.)	Case No. 16-CV-0468-CVE-PJC
)	
CITY OF TULSA,)	
MARK ROGERS, in his individual capacity)	
as Collections System Manager, and)	
APRIL THOMAS, in her individual capacity)	
as Customer Service Supervisor,)	
)	
Defendants.)	

AGREED JUDGMENT

This matter comes on for consideration of the Agreed Judgment that has been jointly submitted by the parties. Plaintiff Cheming Nero filed this case alleging that she formerly worked for the City of Tulsa, but she claims that her employment was terminated because of her race and age. Dkt.. # 2. The Court has been advised that the parties have reached a settlement of plaintiff's claims, and the parties have asked the Court to enter an Agreed Judgment dismissing plaintiff's claims with prejudice upon the payment of an agreed sum.

The Court has reviewed the allegations set forth in plaintiff's complaint, and has been advised that the judgment proceeds being paid by the defendant City of Tulsa on behalf of all defendants to the plaintiff herein shall be paid from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment. The Court has further been advised that the City of Tulsa's Mayor has authorized a compromise settlement in the sum of two thousand one hundred dollars (\$2,100) and the Court being satisfied that plaintiff fully understands the nature of this action with regard to its finality which precludes additional or further claims and compensation for damages arising from the occurrence of the event identified

in plaintiff's complaint and, upon being further advised by plaintiff that it is her desire to settle the entirety of all claims and causes of action against all named defendants relating to the events identified in her complaint, including costs and fees, upon payment in the sum of two thousand one hundred dollars (\$2,100), the Court finds:

1. That the Court has jurisdiction over the subject matter of this lawsuit and the parties hereto;

2. That plaintiff for herself and in her representative capacity is fully aware of her rights in this matter and it is plaintiff's desire to compromise her right to trial by jury;

3. That plaintiff desires to accept as full, final and complete settlement the sum of two thousand one hundred dollars (\$2,100), for plaintiff's complaint;

4. That this settlement is not an admission that the City of Tulsa, Mark Rogers, and/or April Thomas were negligent, but is only a recognition of the uncertainty of trial;

5. The plaintiff has agreed to dismiss with prejudice and forgo any and all claims against defendants the City of Tulsa, Mark Rogers and April Thomas;

6. That by agreement of the parties, defendant's payment to her will stand as full compensation to plaintiff in her personal and representative capacity and preclude any further or separate action by plaintiff or those she represents against City of Tulsa, a municipal corporation, any of its employees, Mark Rogers and April Thomas arising from or relating to the events described in plaintiff's complaint;

7. That the City of Tulsa has agreed to settle plaintiff's lawsuit in the sum of two thousand one hundred dollars (\$2,100);

8. That the City of Tulsa shall pay the plaintiff from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment; and

9. That all parties request this Court to approve and finalize their mutual settlement;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that plaintiff for herself and in her representative capacity has and will recover from the defendant City of Tulsa on behalf of all named defendants, damages in the total sum of two thousand one hundred dollars (\$2,100.00), as full, final, and complete compensation for any and all damages, losses, fees, and expenses incurred or sustained incident to the events described in plaintiff's complaint and that said damages shall be paid from the City of Tulsa's pooled cash and investment portfolio which has sufficient funds available to pay said judgment; and

IT IS FURTHER ORDERED, ADJUDGED, AND DECREED that plaintiff's claims against defendants City of Tulsa, Mark Rogers and April Thomas are **dismissed with prejudice**, and that payment to plaintiff by defendant City of Tulsa will preclude any further or separate action by plaintiff against defendant City of Tulsa or any employee of defendant City of Tulsa, Mark Rogers and April Thomas arising from or pertaining to the events described in plaintiff's complaint.

DATED this 16th day of February, 2017.



CLAIRE V. EAGAN
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

By: /s/Shannon C. Haupt
Shannon C. Haupt, OBA #18922
Leonard & Associates, PLLC
8265 South Walker
Oklahoma City, OK 73139
(405) 239-3800
(405) 239-3801 Facsimile

By: /s/Kristina L. Gray
Kristina L. Gray, OBA #21685
Senior Assistant City Attorney
City of Tulsa
175 East Second Street, Suite 685
Tulsa, Oklahoma 74103
(918) 596-7717
(918) 596-9700 Facsimile